



7. Between August 17, 2017 and October 5, 2017, the Debtor charged \$12,771.12 on the Account and never made a payment.
8. The Debtor was rarely using this Account prior to the above spending.
9. The Debtor has previously filed for bankruptcy protection.
10. The Debtor's charges during this time period, included, but were not limited to:
  - a) A check to State Employees Credit Union in the amount of \$8,000.00;
  - b) A charge to State Employees Credit Union in the \$2,200.00;
  - c) A charge to Best Buy in the amount of \$1,350.36; and
  - d) A charge to Sam's Club in the amount of \$428.58.

*See Exhibit A, true and accurate copies of the account statements are attached hereto.*

11. Interestingly, State Employees Credit Union is where the Debtor has banking accounts and a secured obligation.
12. The Debtor listed her account with Plaintiff as only having a balance of \$1,942.84 in her Schedules.
13. Upon information and belief, the Debtor either tried to deposit money in her bank account and/or pay off a portion of her secured debt with this Account.
14. The Debtor went from rarely using this Account to charging excessively in a short period of time right before bankruptcy and never made a payment on the Account.
15. Given the Debtor's monthly income, monthly living expenses, and circumstances as set forth in her sworn Schedules and sworn Statement of Financial Affairs, at the time the Defendant incurred the abovementioned \$12,771.12 in charges, the Debtor's monthly disposable income was not sufficient to pay for this transaction pursuant to the terms and conditions associated with the account.

### **III. First Cause of Action**

16. Paragraphs 1 through 15 are hereby repeated and incorporated as if fully set forth herein.
17. The Debtor made approximately \$12,771.12 in purchases on the abovementioned account within 90 days of filing bankruptcy.
18. To the extent that the Debtor incurred luxury good purchases or services aggregating more than \$675.00 within ninety days of filing this Chapter 7 bankruptcy, said luxury good purchases or services are presumed nondischargeable pursuant to 11 U.S.C. §523 (a) (2) (C)(i).

19. Based on the location, frequency, and change in spending, the charges made during the 90-day period appear to be for luxury and/or non-necessity type goods or services.
20. Upon information and belief, the \$12,771.12 in charges made during the 90-day period were for luxury and/or non-necessity type goods or services and should not be discharged.
21. Based on the foregoing, the charges incurred for luxury goods or services over \$675.00 are non-dischargeable pursuant to 11 U.S.C. §523 (a) (2) (C).

#### **IV. Second Cause of Action**

22. Paragraphs 1 through 21 are hereby repeated and incorporated as if fully set forth herein.
23. Pursuant to the account agreement, the Debtor agreed to repay Plaintiff for the charges on the account by using the card and represented that she had the ability to repay for the charges.
24. When the Debtor made the \$12,771.12 in charges on the account, the Debtor represented that she had the intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement and by use of the card.
25. The account statements are marked Exhibit A, and attached hereto.
26. The Plaintiff relied upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement in allowing the Debtor to use this account and incur these charges between August 17, 2017 and October 5, 2017, as set forth in Exhibit A, attached hereto.
27. Although the Debtor knew or should have known that she would not be able to repay Plaintiff for these charges, the Debtor continued using the card.
28. The Debtor's spending habits and patterns changed suddenly and drastically when she started making these charges.
29. The Debtor made sure all of the available credit was utilized in a short period of time right before she filed for bankruptcy protection.
30. The Debtor never made a payment on the Account after making the \$12,771.12 in charges.
31. The Debtor either deliberately intended to deceive Plaintiff or acted recklessly with regard to her ability to pay Plaintiff for the \$12,771.12 in charges.
32. The Plaintiff monitored the Defendant's card activity and credit worthiness on a monthly basis and there were no indications and/or "red flags" indicating that Defendant would not repay Plaintiff for these charges.

33. The Plaintiff was justified in its reliance upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement.
34. The Debtor incurred the abovementioned \$12,771.12 in charges on the Plaintiff's accounts at a time when the Debtor was unable to meet her existing financial obligations as they became due.
35. Based upon the above, at the time the Debtor incurred the abovementioned \$12,771.12 in charges, the Debtor intended to deceive the Plaintiff in that she either had no intention to repay said debt to the Plaintiff pursuant to the terms of the account agreements or the Debtor knew or should have known that she had no ability to repay said debt to the Plaintiff.
36. Based upon the above, at the time the Debtor incurred the abovementioned \$12,771.12 in charges, the Debtor deceived the Plaintiff in that she made such representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement with knowledge that the debtor was unable to repay Plaintiff or to abide by the terms of the account agreement with a reckless disregard as to the truthfulness of said representations.
37. Therefore, the Debtor obtained said money from the Plaintiff by false pretenses, false representation, or actual fraud, and at the time of filing, the debt owed to the plaintiff was in the amount of \$12,771.12 and for the above reasons, this indebtedness to Plaintiff, First National Bank of Omaha, is nondischargeable in bankruptcy pursuant to 11 U.S.C. §523 (a) (2) (A).

#### **V. Prayer for Relief**

**WHEREFORE**, Plaintiff, First National Bank of Omaha, respectfully prays that this Court:

- A. Determine that the Debtor's indebtedness to the Plaintiff is an exception to discharge pursuant to 11 U.S.C. §523 (a) (2) (C) and/or (a)(2)(A).
- B. Grant judgment to the Plaintiff, First National Bank of Omaha, against the Debtor, Luck Blakley the amount of \$12,771.12 plus the \$350.00 Adversary Proceeding filing fee, for a total of \$13,121.12 plus interest from the date of the bankruptcy filing, plus the Plaintiff's other costs and disbursements incurred for the collection of this debt and of this action as permitted by applicable law, and
- C. Grant the Plaintiff such other and further relief as to this Court seems just and proper.

Dated: January 9, 2018

THE GREEN LAW FIRM, P.C.

/S/ Jay B. Green

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Jay B. Green, NCSB 23806  
Attorney for Plaintiff  
908 E. Edenton Street  
Raleigh, North Carolina 27601  
Telephone: 919-829-0797  
Facsimile: 919-829-0799



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RENEA D ROBERTS  
201 MARTHA LN  
REIDSVILLE NC 27320-1436First Bankcard  
P.O. Box 2557  
Omaha, NE 68103-2557Account Number: 8810  
New Balance: \$1,942.84  
Minimum Payment Due: \$436.00  
Payment Due Date: October 6, 2017

Make checks payable to First Bankcard

Amount of Payment Enclosed

\$

Change of Address? If yes, please  
complete reverse side.

810 0000000043600 0000000194284

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Ram Mastercard®

Account Number: 8810

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## Account Summary

Previous Balance .....\$0.00  
 Payments .....\$0.00  
 Other Credits .....-\$8,838.87  
 Purchases .....+\$1,942.84  
 Balance Transfers .....+\$8,417.98  
 Cash Advances .....+\$0.00  
 Fees Charged .....+\$420.89  
 Interest Charged .....+\$0.00  
 New Balance .....\$1,942.84  
 Statement Closing Date ..... 09/08/17  
 Days in Billing Cycle .....30

Total Credit Limit .....\$12,550.00  
 Available Credit .....\$10,607.00  
 Cash Limit .....\$2,550.00  
 Available Cash .....\$2,550.00



## Payment Information

New Balance .....\$1,942.84  
 Minimum Payment Due .....\$436.00  
 Past Due Amount .....\$0.00  
 Payment Due Date .....October 6, 2017

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37 and your APRs may be increased to a Penalty APR of up to 30.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	5 years	\$2,480
\$65	3 years	\$2,340 (Savings \$140)

If you would like information about credit counseling services, call 1-866-486-6322.



## Customer Service

Save Time and Stamps  
by Paying Online!

Call: Toll Free 1-866-348-3507

(TDD: Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-389-6231)

Visit: [www.firstbankcard.com/ram](http://www.firstbankcard.com/ram)

Remit to: First Bankcard, P.O. Box 2557, Omaha, NE 68103-2557



## Smart Tips

## Have you secured your identity from theft?

Remember that the most common way identity thieves get their hands on your information is by going through your trash. Be sure to shred anything with sensitive information before throwing it away!



## Rewards Summary

Earn rewards points everyday - you earn 3 points per \$1 on FCA Purchases, 2 points per \$1 on Travel Purchases and 1 point per \$1 on all other Net Purchases. Then you can redeem those points for FCA parts (including Mopar parts and accessories) and services at FCA participating dealerships or to purchase or lease a new or used Chrysler, Dodge, Jeep, Ram or FIAT vehicle at a FCA participating dealership. You can also redeem for travel, cash back as a statement credit to your Account, gift cards, merchandise or other goods and services. See your rewards terms and conditions for complete details.

0 Points earned this month on FCA Purchases  
 0 Points earned this month on Travel Purchases  
 1,943 Points earned this month on all other Net Purchases  
 0 Bonus points earned this month  
 1,943 Total points earned this month  
 0 Points redeemed this month  
 4,753 Current point balance

Points expiring on your next statement closing date.....0  
 (Points earned expire on or after 7 years from the date they are awarded.)

Redeem your points online 24/7 by accessing your Account at the web address listed above or by calling the Rewards Service Center at 855-856-0509 during hours of operation Monday through Friday, 8:00 a.m. to 11:00 p.m. Central Standard Time, and Saturday and Sunday, 8:00 a.m. to 4:30 p.m. Central Standard Time.



Account Number:

5810

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## Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
<b>Payments and Other Credits</b>				
8-17	9-01	7541117724400116388001	BALANCE TRANSFER REV	\$8,417.98 (CR)
8-17	9-01	7517996724450244073010	BALANCE TRANS FEE REV 75 8417.98	\$420.89 (CR)
<b>Transactions</b>				
8-17	8-17	85411177226800000000448	BALANCE TRANSFER U.S.	\$8,417.98
9-03	9-05	05436847247420015399157	SAMS CLUB #4996 DANVILLE VA	\$428.58
9-04	9-05	05410197247255019069948	BEST BUY 00001652 GREENSBORO NC	\$1,350.36
9-04	9-06	05436847246200023286323	HOBBY LOBBY #315 GREEVSBORO NC	\$73.21
9-07	9-08	55480777251051180000025	CATO #139 REIDSVILLE NC	\$90.69
<b>Fees</b>				
8-17	8-17	75179967229000228983010	BAL TRAN FEE R2 8417.98	\$420.89
<b>Total Fees For This Period</b>				<b>\$420.89</b>
<b>Interest Charged</b>				
Interest Charge on Purchases				\$0.00
Interest Charge on Cash Advances				\$0.00
Interest Charge on Balances Transfers				\$0.00
<b>Total Interest For This Period</b>				<b>\$0.00</b>

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Special Offer or Eligible Purchase APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	12.99% (v)	N/A	\$329.27	30	\$0.00
Cash Advance	26.24% (v)	N/A	\$0.00	30	\$0.00
Balance Transfer	12.99% (v)	N/A	\$0.00	30	\$0.00

## 2017 Total Year-to-Date

Total fees charged in 2017 .....\$0.00  
 Total interest charged in 2017 .....\$0.00

## Additional Information Regarding Your Account

## We've Enhanced the Charge Summary Section of your Statement

The Charge Summary section has been enhanced to display the expiration date for any applicable offer(s). The "Special Offer or Eligible Purchase APR Expiration Date" column displays the month in which your special offer will expire, if applicable. Applicable Special Offer or Eligible Purchase APRs will expire on the Statement Closing Date within the month listed for expiration.

## SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)

If you are an active duty member of the United States Military, you may be eligible for additional benefits on your account(s) under the Servicemembers Civil Relief Act (SCRA).

Call 855-868-8448 or log in to the website listed on the front of your statement and click 'Resources' for more information.





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RENEA D ROBERTS  
201 MARTHA LN  
REIDSVILLE NC 27320-1436

First Bankcard  
P.O. Box 2557  
Omaha, NE 68103-2557

Account Number: 8810  
New Balance: \$12,771.12  
Minimum Payment Due: \$1,185.00  
Payment Due Date: November 6, 2017

Make checks payable to First Bankcard

Amount of Payment Enclosed

\$

Change of Address? If yes, please  
complete reverse side.

810 0000000118500 0000001277112

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Ram Mastercard®



### Account Summary

Previous Balance .....\$1,942.84  
Payments .....-\$0.00  
Other Credits .....-\$0.00  
Purchases .....+\$0.00  
Balance Transfers .....+\$8,000.00  
Cash Advances .....+\$2,200.00  
Fees Charged .....+\$536.00  
Interest Charged .....+\$92.28  
**New Balance .....\$12,771.12**  
Statement Closing Date ..... 10/10/17  
Days in Billing Cycle .....32

Total Credit Limit .....\$12,550.00  
Available Credit .....\$0.00  
Cash Limit .....\$2,550.00  
Available Cash .....\$0.00



### Payment Information

New Balance .....\$12,771.12  
Minimum Payment Due .....\$1,185.00  
Past Due Amount .....\$436.00  
Payment Due Date .....November 6, 2017

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**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment:	25 years	\$34,723
\$445	3 years	\$18,020 (Savings \$16,703)

If you would like information about credit counseling services, call 1-855-486-6322.



### Customer Service

Save Time and Stamps  
by Paying Online!

Call: Toll Free 1-866-348-3507

(Toll Telecommunications Device for the Deaf: 1-800-825-2633) (Balance Transfer Hotline: 1-877-988-8231)

Visit: [www.firstbankcard.com/ram](http://www.firstbankcard.com/ram)

Remit to: First Bankcard, P.O. Box 2557, Omaha, NE 68103-2557



### Smart Tips

#### Avoid Credit Card Fraud

Do not give out your account number over the phone unless you initiate the call. Credit card thieves have been known to pose as credit card issuers and other businesses to trick you into giving out your credit card number. Legitimate companies don't call you to ask for a credit card number over the phone.



### Rewards Summary

Earn rewards points everyday - you earn 3 points per \$1 on FCA Purchases, 2 points per \$1 on Travel Purchases and 1 point per \$1 on all other Net Purchases. Then you can redeem those points for FCA parts (including Mopar parts and accessories) and services at FCA participating dealerships or to purchase or lease a new or used Chrysler, Dodge, Jeep, Ram or FIAT vehicle at a FCA participating dealership. You can also redeem for travel, gift cards, merchandise, or cash back as a statement credit to your Account. See your rewards terms and conditions for complete details.

0 Points earned this month on FCA Purchases  
0 Points earned this month on Travel Purchases  
0 Points earned this month on all other Net Purchases  
0 Bonus points earned this month  
0 Total points earned this month  
0 Points redeemed this month  
4,753 Current point balance

Points expiring on your next statement closing date.....0



(Points earned expire on or after 7 years from the date they are awarded. To avoid expiring your points, please redeem them before your due date listed on this statement.)

Redeem your points online 24/7 by accessing your Account at the web address listed above or by calling the Rewards Service Center at 855-858-0509 during hours of operation Monday through Friday, 8:00 a.m. to 11:00 p.m. Central Standard Time, and Saturday and Sunday, 8:00 a.m. to 4:30 p.m. Central Standard Time.



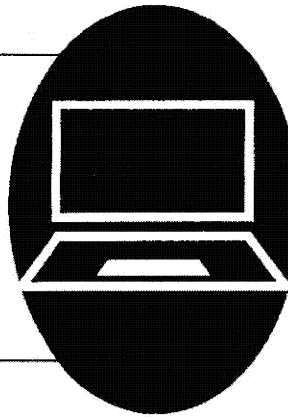
Vision Archive Print

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<b>① First National Bank</b> Omaha	First National Bank of Omaha OMAHA, NEBRASKA	27-1 1040
On Behalf Of: Acct# 4046571067019198 RENEA D ROBERTS 201 MARTHA LN REIDSVILLE, NC 27320-1436	Check Number <b>927552</b>  Date <b>September 21, 2017</b>	
		<b>\$8,000.00</b>
Pay to the Order of:	*****8 THOUSAND DOLLARS AND .00 CENTS	
00017 STATE EMPLOYEE CU PO BOX 537 REIDSVILLE, NC 27323-0537		
		

For Deposit Only  
State Employees' Credit Union  
Reidsville 067  
P217

**FREE** online access  
to your account.  
Anytime. Day or night.



Account Number:  
[REDACTED] 8810  
Page 002 of 002

### Important Information Regarding Your Account

By your closing date, we had not received the required payment.  
Please forward the proper minimum amount due to bring your account current.

We may report information about your account to credit bureaus.  
Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



### Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
<b>Transactions</b>				
9-21	9-21	85411177264006200003747	BALANCE TRANSFER US	\$8,000.00
10-05	10-06	85422797278993012561991	STATE EMPLOYEES CREDIT REIDSVILLE NC	\$2,200.00
<b>Fees</b>				
9-21	9-21	75179667264006264063010	BAL TRAN FEE 30 8000.00	\$400.00
10-05	10-06	75179667279000279060330	CASH ADVANCE FEE 07 2200.00	\$110.00
10-06	10-10	75179667289000283062000	LATE FEE	\$26.00
<b>Total Fees For This Period</b>				<b>\$536.00</b>
<b>Interest Charged</b>				
Interest Charge on Purchases				\$22.29
Interest Charge on Cash Advances				\$9.98
Interest Charge on Balances Transfers				\$60.01
<b>Total Interest For This Period</b>				<b>\$92.28</b>

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Special Offer or Eligible Purchase APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	12.99% (v)	N/A	\$1,957.65	32	\$22.29
Cash Advance	26.24% (v)	N/A	\$433.90	32	\$9.98
Balance Transfer	12.99% (v)	N/A	\$5,267.79	32	\$60.01

### 2017 Total Year-to-Date

Total fees charged in 2017 .....\$536.00  
Total interest charged in 2017 .....\$92.28

### Additional Information Regarding Your Account

#### We've Enhanced the Charge Summary Section of your Statement

The Charge Summary section has been enhanced to display the expiration date for any applicable offer(s). The "Special Offer or Eligible Purchase APR Expiration Date" column displays the month in which your special offer will expire, if applicable. Applicable Special Offer or Eligible Purchase APRs will expire on the Statement Closing Date within the month listed for expiration.